

[e-Registration \(/s/preregister\)](/s/preregister)[FAQ \(/s/faq\)](/s/faq)[Contact Us \(/s/contactsupport\)](/s/contactsupport)[About Us \(/s/about-us\)](/s/about-us)[Sign In](#)

These Terms and Conditions (**Terms**) apply to your use of the Quarantine Services Australia Pty Ltd (**QSA, we, us, our**) website which can be found at <https://www.quarantineservicesaustralia.com.au> (<https://www.quarantineservicesaustralia.com.au/s/>) (**Website**).

By using the Website, you agree to be bound by these Terms, and if you do not agree to these Terms, then you must not use the Website.

We may amend these Terms from time to time, without providing notice to you, by posting an updated version of the Terms on the Website. You should regularly check these Terms for any amendments. If these Terms are amended, you must comply with the updated Terms. If you do not agree to the updated Terms, you must immediately cease using the Website.

Capitalised terms used in these Terms are defined in the 'Interpretation' section at the end of the Terms.

### **Accessibility**

If you are unable to access a document on this website, please request an alternative by contacting us by way of email to [qsa\\_enquiries@quarantineservicesaustralia.com.au](mailto:qsa_enquiries@quarantineservicesaustralia.com.au) ([mailto:qsa\\_enquiries@quarantineservicesaustralia.com.au](mailto:qsa_enquiries@quarantineservicesaustralia.com.au)). Where possible, we are committed to providing alternative versions on request.

### **Licence**

All copyright and other intellectual property rights in the Website (including all trade marks appearing on the Website) are owned by us and/or our licensors.

We grant you a revocable, non-transferable, non-exclusive licence to use the Website on your Device for your own purposes, and for the purposes of considering or procuring our services on behalf of any organisation you represent. You may also download and print out a copy of the information available to you from the Website for your own use.

You must not (and must not attempt to):

(a) except as permitted by the licence set out above, use or copy any part of the Website without our prior written consent;

- (b) distribute, translate, modify or tamper with, any part of the Website;
- (c) create derivative works of or from any part of the Website;
- (d) sell, rent, lease, sub-license, assign, exchange or otherwise transfer your rights under these Terms; or
- (e) permit or assist any person to engage in any act described in paragraphs (a) to (d) above.

### **Use of the Website**

You must provide your own internet access and Device in order to use the Website. You are responsible for all internet access, data download and other network charges arising from your use of the Website and you acknowledge and agree that we have no responsibility or liability for those charges.

You are responsible for the operation and maintenance of your Device and for ensuring that the Website is accessible from your Device, including by using compatible operating system and browser software.

You must use login details and a password to access some parts of the Website. You must obtain (or register) those login details and password as required by us and use them in the manner we direct from time to time in order to access the relevant parts of the Website. We may decline to provide you login details or a password or to permit you to register login details or a password for the Website in our sole discretion.

You must keep your login details and password for the Website confidential, and not disclose them to any person, or authorise or permit any other person to use the Website using your login details or password. If you breach your obligations under this paragraph and another person uses your login details or password for the Website, you are responsible and liable for the use that person makes of the Website with your login details or password, as if that use of the Website was by you.

You must promptly notify us by email to [gsa\\_enquiries@quarantineservicesaustralia.com.au](mailto:gsa_enquiries@quarantineservicesaustralia.com.au) ([mailto:gsa\\_enquiries@quarantineservicesaustralia.com.au](mailto:gsa_enquiries@quarantineservicesaustralia.com.au)) or through other means we make available through the Website for this purpose, if:

- (a) there is any change to any of the contact or other details you register with us; or
- (b) you have reason to believe that another person is aware of your password for the Website.

We are under no obligation to monitor any transmissions made or content submitted or (where applicable) published using the Website. However, we have the right to monitor, edit, disclose, delete and (where applicable) refuse to transmit or post any such transmissions and content.

### **Performance of the Website**

We will use reasonable endeavours to generally make the Website available during our normal business hours. However, the availability of the Website depends on various third party suppliers of both you and us, and accordingly, we do not warrant or guarantee that:

- (a) you will be able to use the Website at any time; or
- (b) your use of the Website will be continuous, uninterrupted, secure or error-free.

You acknowledge and agree that the Website may not be available for use from time to time, and that you may be disconnected from your use of the Website at any time for any reason, including if:

- (a) any network connection difficulties occur;
- (b) the systems providing the Website are unavailable for any reason (including so that maintenance can be performed); or
- (c) we decide to block your access to the Website (which we may do, for example, for security reasons).

We make no guarantee as to the reliability or performance of the Website. The performance of the Website depends on various factors, including the functions, capacity and configuration of your Device, the speed of your internet connection, and the number of users accessing the Website and the systems that support it.

The information available through the Website is subject to updates from time to time and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. Accordingly, we cannot and do not warrant or guarantee that the information you obtain through the Website is or will be current, complete or accurate at all times. You acknowledge and agree that you will make your own enquiries to determine whether the information you obtain through the Website is current, complete and accurate before using it. Subject to the section headed 'Consumer Guarantees' below, we are not responsible for any Loss you suffer or incur as a result of your failure to comply with this paragraph.

Additionally, you acknowledge and agree that the information available through the Website is general in nature. It is not intended to be used as, and must not be used as medical, legal or clinical advice in relation to COVID-19 or otherwise, and you acknowledge and agree that accessing or using that information does not create any advisory or other such relationship with us. You should instead separately obtain medical, legal or clinical or other advice appropriate to your circumstances as required.

For general information and advice about COVID-19 including current COVID-19 protocols, visit the Australian Government website (<https://www.australia.gov.au/> (<https://www.australia.gov.au/>)) or the relevant state or territory government website.

### **Your obligations**

You must not use (or attempt to use) the Website:

- (a) for any unlawful or dishonest activity, or any activity prohibited by these Terms;
- (b) to access, transmit, publish or communicate material which:
  - (i) is false, inaccurate, defamatory, offensive, inflammatory, obscene, unsuitable for minors, abusive, indecent, threatening, or otherwise unlawful;
  - (ii) is xenophobic, racist, abusive, harassing or hateful;
  - (iii) is invasive of a person's privacy or constitutes personal abuse directed at other users;
  - (iv) constitutes spam, commercial advertising, the promotion of gambling or the promotion of your own site, business or organisation;
  - (v) contains a virus or other harmful code;
  - (vi) infringes a person's copyright or other rights (including any other intellectual property rights); or
  - (vii) contains links to other sites that contain or promote the material identified in paragraphs (i) to (v) above;
- (c) to obtain unauthorised access to (or damage, disrupt or interfere with the operation of) any computer, system, application, network or service;
- (d) to transmit, publish or communicate bulk and/or unsolicited messages;
- (e) in any way that may bring negative exposure or harm to us, our suppliers or other users of the Website; or
- (f) in any way that may cause us, our suppliers or other users of the Website to incur liability to a third party.

We may ask you to cease any conduct which we believe is contrary to your obligations under these Terms, and you must immediately comply with any such request. If you breach these Terms, or fail to comply with such a request, or we consider your access to the Website poses a security risk, we may block your access to the Website.

### **Security**

To use the Website and its features as intended, you must:

- (a) enable the Website to use cookies; and

(b) grant it any other permissions and access to your Device that it requires from time to time.

If you do not grant these permissions and this access, you may be unable to use the Website or some of its features.

The Website uses the internet to provide services and information. By using the Website, you acknowledge and agree to accept the risks associated with using the internet, including the potential exposure to viruses and harmful code which may affect your Device.

We do not warrant or guarantee the security of the Website. You are solely responsible for the security of your Device (including any data stored on that Device) and for using appropriate and up-to-date software on your Device to detect and manage the threat posed by viruses and other harmful code.

### **Consumer Guarantees**

Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (**Consumer Guarantees**).

Where you as a Consumer acquire goods or services under these Terms through your use of the Website and those goods or services:

- (a) are of a kind ordinarily acquired for personal, domestic or household use or consumption (**PDH Goods or Services**), the operation of the Consumer Guarantees cannot be, and are not in these Terms, excluded, restricted or modified; or
- (b) are not PDH Goods or Services, we limit our liability for a failure to comply with any Consumer Guarantee (other than where to do so would otherwise cause all or part of this clause to be void) to, at our option:
  - (i) in the case of goods, repairing or replacing the goods or paying the cost of having those goods repaired or replaced; and
  - (ii) in the case of services, re-supplying the services or paying the cost of having the services re-supplied,

and we do not exclude or limit the operation of the Consumer Guarantees under any other provision of these Terms or in any other manner and you agree it is fair and reasonable in all the circumstances for our liability to be so limited.

### **Liability**

You acknowledge and agree that your access to, and use of, the Website is at your own risk. To the extent permitted by law, we exclude from these Terms all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom (except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void).

Except for any liability under the Consumer Guarantees, we exclude all responsibility and liability arising from or in connection with your use of the Website, including, without limitation:

- (a) any and all actual or anticipated loss of profits, revenue, goodwill, savings, data, business opportunity, or expectation, and any and all indirect, special, consequential, punitive or exemplary Losses; and
- (b) any other Losses.

### **Privacy.**

We may collect, use and store your personal information in accordance with these Terms, the Privacy Policy and applicable legislation, including for the purposes of making available the Website and our services, complying with our legal obligations, and improving the user experience in relation to the Website and our services.

If you use the Website, the information that we may collect and store includes, without limitation:

- (a) the type of operating system and/or other software or firmware used by your Device;
- (b) the data you send and receive using the Website, and the type and quantity of that data;
- (c) the dates on which and times at which you use the Website; and
- (d) the IP and MAC address of your Device; and
- (e) any other information you provide to us using forms on the Website.

You represent and warrant to us that the personal information you provide to us is complete and accurate.

### **Third party links**

The Website may contain links to other websites over which we have no control. Those links are provided for your convenience only, and we are not responsible for their use, effect or content. We make no representations or warranties as to, and accept no responsibility for, the accuracy of information on those websites, nor do we endorse any information, opinions, goods or services referred to on them.

### **Withdrawal of or changes to the Website**

We reserve the right to:

- (a) withdraw the Website and/or any of its features or components; and
- (b) add to, amend, remove, or disable access to, any part of the Website and/or any of its features or components,

in each case at any time and for any reason, without notice to you.

## **Miscellaneous**

We do not waive a right, power or remedy in connection with these Terms if we fails to exercise or delay in exercising the right, power or remedy.

These Terms are governed by the laws of New South Wales. You submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts having appeal from them.

## **Interpretation**

In these Terms:

- (a) **Australian Consumer Law** has the meaning given to that term in section 4 of the *Competition and Consumer Act 2010* (Cth), as amended, replaced or superseded from time to time;
- (b) **Consumer** has the meaning given to that term by section 3 of the Australian Consumer Law;
- (c) **Device** means your own internet-enabled device that is compatible with the Website and has a current and working internet connection;
- (d) **Loss** means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise, and **Losses** has a corresponding meaning; and
- (e) **Privacy Policy** means our privacy policy, as amended from time to time and published at web page accessible using the address <https://www.quarantineservicesaustralia.com.au> (<https://www.quarantineservicesaustralia.com.au/s>) (or any replacement web page from time to time).

## **Key Terms**

This section provides a summary to assist you by disclosing certain terms that may affect you. It is not a substitute for reading and understanding the Terms, and is not intended to expand on the Terms.

### 1. Your information and data

QSA may collect and disclose personal information and data relating to you from your use of the Website in accordance with the Terms, QSA's Privacy

Policy and applicable laws. Please see the 'Privacy' section of the Terms below for more information.

## 2. Limitation of QSA's liability

QSA's liability to you and certain third parties is limited under the Terms, these limitations of liability generally apply where there is any loss incurred arising from or in connection with your use of the Website. Please see the 'Liability' section of the Terms below for more information.

## 3. Termination of access

QSA may decide to block your access to the Website (which we may do, for example, for security reasons). QSA may request that you cease any conduct which is contrary to these Terms, it is your obligation to comply immediately to these requests. Please see the 'Your obligations' section and the Terms below for more information.

## 4. Modifications to Terms

QSA may modify any of these Terms without providing notice to you. You agree that your continued use of the Website after such amendment constitutes acceptance of the amendments. Please see 'Withdrawal of or changes to the Website' section of the Terms below for more information.

We acknowledge the traditional custodians of the lands and waters where we live and work, and pay respects to Elders past and present.

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